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ABSTRACT

This module, which may be used as the basis for a workshop or as a special topic unit in adult basic education or English-as-a-Second-Language (ESL) courses, discusses rights and responsibilities as tenants, the rights and duties of landlords, and how to maintain a good working relationship with a landlord. Topics covered include the following: requesting repairs, writing letters requesting repairs and notifying a landlord of a move, asking information from legal assistance, filing a complaint with the U.S. Department of Housing and Urban Development), negotiating within the rules, analyzing legal rights and responsibilities, and locating mediation services. Basic skills covered include using oral and written communication, thinking skills, personal qualities, using resources, interpersonal skills, using information, and working with systems. The module contains the following: teaching points for the instructor; sample classroom activities; a list of 10 resources; a sample lesson plan consisting of objectives, learners and context, room setup, materials needed, tasks to do ahead, media used, and steps for conducting the lesson; readings; role-play materials; and pre- and postassessments. (KC)

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ED 416 347

LAES
Latino Adult Education Services

Tierra de Oportunidad

MODULE 10

Landlords' and Tenants' Responsibilities and Rights

Ed Kissam and Holda Dorsey

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LAES

INSTRUCTIONAL AREA
Managing Family Life

MODULE 10
Landlords' and Tenants' Responsibilities and Rights

Overview

One of the most serious problems faced by low-income tenants is that landlords renting low-cost housing often fail to maintain it and make repairs in a timely fashion. This often results in serious landlord-tenant conflicts. California law guarantees tenants the right to live in habitable housing. Still, for most tenants, renting from a responsible landlord or attempting to resolve disputes by negotiating is more effective than engaging in legal action as this usually escalates.

The legal protections to tenants are most easily enforceable when there is a very serious lack of repairs which affect tenants' health and safety. Yet, it is illegal for a landlord to retaliate against a tenant who has complied with the legal requirements for repairing premises and deducting the cost from their rent, has complained to a government agency about the conditions of their rental, or withheld rent.

Immigrants are particularly vulnerable to abuses by landlords, often because they are unfamiliar with the complicated checks and counterbalances of landlords' and tenants' rights and responsibilities. Landlord-tenant rights in the United States are much more formal and legally prescribed than in Latin countries. Tenants should know that, as in all legal transactions, written legal documents form the basis for almost all transactions with landlords, particularly if the relationship becomes adversarial.

In some areas of California there are now tenant-landlord mediation services funded by counties to avoid the tremendous caseloads stemming from disputes. These services provide expert, free, objective advice, and counseling. In areas where these specialized services are not available, free legal services may be available from the local legal aid society, or from California Rural Legal Assistance.

California law addresses some of the most important sources of conflicts between landlords and tenants in detail. This instructional module provides an overview of several leading areas of landlords and tenants rights and responsibilities. While this list is not exhaustive, it is good for immigrant adult learners to begin to think about and talk about these issues and build a general awareness of the legal framework governing this important area of their lives.

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Basic Skills Development

Basic Skills	when to use oral, when to use written communication to achieve a business purpose, e.g. writing to request repairs, using reference material to understand tenants' rights, persuasion and negotiation to secure repairs to a rental unit or resolve other tenant-landlord problems
Thinking Skills	problem-solving techniques based on understanding one's adversary, also assessing the pros and cons of alternative courses of action, thinking about standards for "reasonableness" , countervailing rights and responsibilities, "cutting through" technical language to understand the main principles of a complex but important issue, also the value of seeking help from others, friends and experts, in evaluating different courses of action, understanding key distinctions between print and oral information
Personal Qualities	provides useful "tools" to address everyday problems, gaining an overview of the tradeoffs between rights and responsibilities and how the legal seeks to balance them to be "fair"
Uses Resources	using available personal and print resources to prepare to confront conflicts, using free mediation services where available
Interpersonal Skills	this module indirectly addresses ways to negotiate and mediate as contrasted with ways to prevail in a legal conflict, introduces learners to written communication as a means of interpersonal interaction
Uses Information	using available personal, print, and Internet resources to secure information on legal rights, recognizing legal rights and the practical difficulties in enforcing them
Works With Systems	formal processes for resolving conflicts, the value of mediation and negotiation as an alternative to the costs of formal legal action

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Teaching Points

1. **Landlords can request that tenants leave without stating a reason.** If the landlord does this he must provide the tenants with a specific statement in writing, referred to as a "30-day notice". This notice must be given in writing and "served on the tenant" -- i.e. delivered in a legally-specified manner. Usually, the notices states that the tenant is given 30 days to vacate the rental. A Rental Agreement can, however, specify a shorter period for the landlord to give notice (a good reason for tenants to read the Rental Agreement carefully). In areas where housing is hard to find, tenants may be able to negotiate an agreement for a longer period of notice.

2. **If a tenant has in some way violated the terms of his or her rental agreement -- by not paying the rent, by having more people than agreed living in the rental, by disturbing other occupants, then the landlord can move rapidly to evict the tenants by serving them with a three-day notice..** The landlord must specify the reason for the eviction and must specify a clear-cut alternative, for example, "Pay the rent within three days or leave". After three days have passed, the landlord can file suit to terminate the tenancy. The three-day notice must be in writing and must be served on the tenant in the legally prescribed way.

3. **Tenants who have received Court Papers (a summons resulting from the Landlord filing a suit called an Unlawful Detainer to evict them) must respond within five days.** Unless the tenant responds during this period they cannot defend themselves. Low-income tenants can usually get a waiver of court filing fees to file a response to their landlord. The first thing for tenants to do is read the Landlord's complaint and contest any parts of the Landlord's complaint which they believe are false. There are a number of answers to contest an eviction. A defense for not having paid the rent, for example, may be an answer documenting ways in which the landlord failed to maintain the rental in healthy and safe condition. A tenant can also contest an eviction if the landlord is retaliating against them for having complained about the condition of the rental, or if the landlord is arbitrarily discriminating against the tenant. The allegations made in the response are part of a legal document and subject to penalties of perjury if they are false. Tenants should make copies of any papers they file.

4. **Tenants should give a 30-day notice before leaving a place they rent** or the landlord may be able to retain part of their "last month" deposit (for the difference between the correct 30 day notice and the actual notice). The tenants' notification to the landlord, like the landlord's notices to the tenant should be in writing, in case there are disagreements. Sometimes it will be necessary to negotiate a compromise when tenants have not been able to give the full thirty days notice -- for example, by agreeing to work very cooperatively in showing the rental to prospective renters.

5. **The landlord must give tenants a 30 day notice in order to increase the rent** in a month-to-month tenancy, since this is a change in the terms of the Rental Agreement. Note: some communities in California have rent control ordinances which govern the amount of rent increases. Instructors should find out if these ordinances are in effect in their community.

6. **Landlords should give their tenants reasonable notice before entering a rental.** Twenty-four hours is considered a reasonable notice. If a landlord gives reasonable notice, the tenant is expected to cooperate. Good reasons for entering a rental include the need to make necessary repairs or improvements, or to show the rental unit to prospective buyers. Landlords should come only during normal business hours. If a landlord has given reasonable notice and has a good reason, tenants should cooperate. Landlords can also enter a rental without notice in an emergency.

7. **Tenants have a right to have their security deposit** minus any charges for damage to the property, cleaning, or unpaid rent returned within two weeks after they leave a rental. Tenants should be sure to request return of their security deposit when notifying a landlord they plan to leave and the landlord must itemize any deductions from the security deposit. A landlord can be fined up to $200 for not returning a security deposit, as required by law.

8. **Landlords have the obligation to keep rental properties in good repair**. Renters should request repairs in writing, if the landlord has been uncooperative. If a landlord fails to repair the rental within a reasonable time, the tenant can legally make the repair (as long as the cost of the repair is less than one month's rent) and deduct the cost of the repairs from the rent. Tenants can not take this action when they have contributed to the problem -- e.g. by damaging an apartment or rented house. However, reasonable wear and tear does not mean that a tenant has "contributed" to the problem of badly-maintained rental housing.

9. **Renters should request repairs in writing, if the landlord has been uncooperative. If a landlord fails to repair the rental within a reasonable time, the tenant can act on their own to solve the problem**. A tenant can make a necessary repair (as long as the cost of the repair is less than one month's rent) and deduct the cost of the repairs from the rent. Tenants can not take this action when they have contributed to or caused the problem, e.g. by breaking a window in an apartment or rented house. However, reasonable wear and tear does not mean that a tenant has contributed to the problem of badly-maintained rental housing.

10. **It is illegal for a landlord to retaliate against a tenant for requesting repairs or taking their own initiative to repair serious problem conditions, or for exercising any other legal right.** However, in order to be protected against retaliation, the tenant must have complied with the legal requirements which justify them taking action themselves. This is, they must have given reasonable notice, the

problem to be repaired must have been a serious one. Tenants getting into a legal dispute with a landlord should be prepared to seek help and to work hard to defend their rights. Tenants are also legally protected from exercising their right to join with their neighbors to ask a landlord to improve lighting at an apartment building, to provide better security, to remove lead-based paint, etc. Talking to neighbors and complaining to government authorities about housing conditions are both constitutional rights.

11. **It is illegal for landlords to turn off the utilities, change locks, or remove doors and windows to make a tenant move out.** Landlords can be fined a minimum of $250 for violating these provisions of the law in addition to paying damages to the tenant.

Sample Classroom Activities

1. Lead a class discussion of the most common kinds of conflicts between landlords and tenants. Where do landlords and tenants disagree most? What do tenants most commonly do that is wrong? What do landlords most commonly do that is wrong?

2. Practice writing letters in class -- a request for repairs, a letter notifying a landlord that you are going to move or a letter requesting return of a deposit.

3. Invite a local lawyer or a representative from a legal aid provider or a tenant's organization to talk about how the courts handle Landlord-Tenant disputes.

4. Invite a local landlord to talk to the class about their perspectives on renting -- the kinds of tenants they want to have, the kinds they don't want, the kinds of problems they have, and the kinds of actions they are prepared to take when they get in a dispute with a tenant.

5. Discuss in class what reasonable standards are for "habitable" dwellings. To what extent do rentals in the community actually conform to people's standards. In what ways are rentals most likely to fall short of renters' standards?

6. Survey the class to see how many have had problems with landlords? What proportion worked out and what proportion ended up in some way that was unsatisfactory. Would negotiation have helped in those which ended badly? Would taking legal action have helped? Would nothing have helped?

7. Discuss how tenants might resolve a dispute with a landlord on what constitutes "reasonable wear and tear" in contrast to tenants having "contributed" to the need for repairs.

8. Organize pairs of class participants to role-play landlord and tenant negotiating about: repairing a leaky roof, repairing a window that doesn't close all the way, repairing a heater with a pilot light that goes out (possibly a dangerous situation),

9. Discuss with the class the pros and cons of tenants "standing up" for their rights. What are the practical negative implications of exercising one's rights? What are the practical positive implications of exercising one's rights?

10. Discuss with the class, the extent to which they think landlords should be responsible for making the premises of apartment houses safe for tenants (including repairs to dilapidated stairways and measures to protect tenants from crime).

11. Discuss with the class what their expectations are in terms of landlords' responsibility to evict tenants who are disturbing other tenants. What kinds of behavior is OK, and what is not? What would tenants be prepared to do to support a landlord in fulfilling this responsibility.

RESOURCES

Internet
Department of Housing and Urban Development
http://www.hud.gov/

Fair Housing Act
http://www.hud.gov/fheo.html

Local HUD Office
http://www.hud.gov/local.html

Community's Plan
http://www.hud.gov/states.html

Community's Plan Chula Vista
http://www.hud.gov/cpes/ca/chulaca.html

Community's Plan Salinas
http://www.hud.gov/cpes/ca/salinaca.html

California Department of Consumer Affairs, **Inquilinos en California: Sus Derechos y Responsabilidades.** (This excellent pamphlet is available from Inquilinos en California, PO Box 310, Sacramento, CA 95802 by sending a self-addressed, stamped 5x7" envelope).

California Department of Consumer Affairs, **Landlord/Tenant: Ten of the Most Frequently Asked Questions.**

ESL Commercial Textbooks

- Choices, Housing, Contemporary
  Unit 4, It's Against the Law
  Unit 5, Is the Apartment Available Now?
  Unit 6, Let's Write Up This Lease
  Unit 7, In Apartment 4W
  Unit 8, You Should Join Our Organization
  Unit 9, Is That Dangerous?

- Decision Dramas, JAG Publications
  Unit 11, Housing Discrimination: Move or Stay?

- The ETC Program, A Competency-Based Reading/Writing Book, Book 3: An Immigration Story, Random House
  Chapter 2, Housing

10. LANDLORDS AND TENANTS RESPONSIBILITIES AND RIGHTS

OBJECTIVES

- role play requesting repairs;
- write letters formally requesting repairs, and notifying of move;
- ask information from legal assistance;
- list steps to file a complaint with HUD.

LEARNERS & CONTEXT

Adult students. Average ability of the group is medium. The range of ability is wide. Motivation is high. Group size is between 11 and 30. There are many learners whose English is limited.

ROOM SETUP

Chairs and small tables to facilitate small group activities.

TO BRING

Transparency of objectives.
Reading "Repairs, Deposits & Evictions".
3 x 5 Repair cards
Transparency "Sample letter"
Reading "Fair Housing -- It's Your Right"

TO DO AHEAD

Contact and invite a panel: A tenant, a landlord, a legal aid representative or a lawyer, a representative from mediation services or from the local HUD.
Prepare 3 x 5 cards with "needed repairs".

MEDIA USED

Overhead.

STEPS

Warm up
Introduction - Presentation
Preparing questions - Role play
Why write - A Sample Letter
Writing
Break
The panel - Asking the panel
Thanks
Notification of move
Filing a complaint
Reflection
Homework
Closure

Lesson Plan: Landlords and Tenants

	Warm up	Teacher inquires: How many students rent?
(10 min)	*Motivation* *• Establish Tie to Interests*	How they get along with their landlords. What repairs, if any, they would like done? How much they paid as a deposit? Do they expect a refund? Etc.
	Introduction	Teacher states objectives as shown on transparency. Students will:
(10 min)	*Information Preview* *• State Objectives Formally*	Role play requesting repairs. Write letters formally requesting repairs, and notifying of move. Ask information from legal assistance.
	overhead	List steps to file a complaint with HUD. Students will also practice: Negotiating within the rules. Analyzing legal rights and responsibilities. Locating mediation services.
	Presentation	Teacher states that in renting, there are three main areas that cause problems. These areas are not clearly defined for both the landlord and the tenant. Students should know their duties and rights about repairs, deposits and evictions.
(15 min)	*Information Acquisition* *• Participatory Presentation*	Teacher selects three students to present (read) information to the students on repairs, deposits and evictions.
	print	The other students are to take notes to prepare specific questions of concern.
	Preparing questions	Students work in pairs to prepare questions to clarify their understanding of the information.
(15 min)	*Practice & Feedback* *• Group Practice - Guided*	Teacher monitors students and assists as necessary. Students share their questions with the group and as a group select 10 to 12 questions to ask the visiting panel later in the day.

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Lesson Plan: Landlords and Tenants

Role play

(15 min) *Practice & Feedback*
- *Role Play*

3 x 5

Teacher asks students to select a partner.
Teacher hands out repair problems.
Students prepare a dialogue role playing tenant and landlord negotiating the needed repair.
Students switch roles, and may create their own "needed repairs".

Teacher calls on couples to act out the role play for the whole class.

Why write

(5 min) *Motivation*
- *Use Anecdote*

Teacher explains to students:
Suppose you talked with the landlord and politely requested a repair. Nothing has been done. What do you do then?

You should write a letter stating what you and the landlord said. You do not demand that the repair be made. You only state when you met and that the landlord agreed to make the repair by a certain date. Keep copies of every letter you write. They might be important, if you go to court.

A Sample Letter

(4 min) *Information Acquisition*
- *Procedure Description*

overhead

Teacher shows a sample letter on the overhead and lists the parts of the letter and explains the steps if necessary.

Writing

(10 min) *Practice & Feedback*
- *Individual Practice - Indep.*

Students write a letter to the landlord stating what was agreed upon during the role play session.

Teacher monitors and assists as needed.

Teacher asks students to exchange letters with their partners for correction.

Students correct form, clarity and spelling.

Break

(9 min) *Other*
- *Break*

Teacher asks students to stretch and clean up their work area.

Teacher escorts the invited panelists to the classroom.

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Lesson Plan: Landlords and Tenants

	The panel	Teacher or appointed student introduce the panel members.
(10 min)	*Information Preview* *• Provide Background*	Panel members describe their involvement with landlord/tenant situations.
	Asking the panel	Students ask their questions of the panel as a whole or of an individual panel member.
(15 min)	*Practice & Feedback* *• Q & A*	Students practice rephrasing answers to verify understanding.
	Thanks	Teacher and students thank the panel for their time and for sharing their ideas with the class.
(3 min)	*Other* *• Transition*	
	Notification of move	Teacher poses questions regarding the tenants' responsibility to the landlord when planning to move out.
(15 min)	*Practice & Feedback* *• Group Practice - Indep.*	Students are asked to list the necessary parts that a notification letter should have. Students in pairs compose a letter notifying the landlord of their upcoming move. Teacher monitors and assists as necessary. Students exchange letters with other pairs to review and correct.

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Lesson Plan: Landlords and Tenants

	Filing a complaint	Teacher hands out "Fair Housing --It's Your Right".
(16 min)	*Information Acquisition* • *Silent Reading*	Students read print materials to themselves, as a source of information. Students focus on steps to follow when filing a complaint. Teacher monitors students and assists individuals as needed.
	print	Teacher asks students to list the steps necessary to file a complaint. Students list steps orally, teacher writes on the board. Students organize them in sequencial order.
	Reflection	Teacher asks students to reflect on the day's activities, the information presented and how it pertains to their personal life.
(10 min)	*Closure* • *Reflection*	Students might orally share their thoughts with the class or write in their journals about it.
	Homework	Teacher explains extension activities to be done outside the class time. Contact "tenant/landlord mediation services" and ask for information.
(8 min)	*Other* • *Assign Homework*	Review online the community plans for their city, or region.
	Closure	Teacher reviews objectives as shown on transparency. Students:
(10 min)	*Closure* • *Instructor Summary*	Role played requesting repairs. Wrote letters formally requesting repairs, and notifying of move. Asked information from legal assistance. Listed steps to file a complaint with HUD. Students also practiced: Negotiating within the rules. Analyzing legal rights and responsibilities. Locating mediation services.

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OBJECTIVES

Students will be able to:

- **request repairs;**
- **write letters requesting repairs and notifying of move;**
- **ask information from legal assistance;**
- **list steps to file a complaint with HUD.**

Students will also practice:

- **negotiating withinin the rules;**
- **analyzing legal rights and responsibilities;**
- **locating mediation services.**

LAES

Reading 1

1. **Landlords have the obligation to keep rental properties in good repair**. Renters should request repairs in writing, if the landlord has been uncooperative. If a landlord fails to repair the rental within a reasonable time, the tenant can legally make the repair (as long as the cost of the repair is less than one month's rent) and deduct the cost of the repairs from the rent. Tenants can not take this action when they have contributed to the problem -- e.g. by damaging an apartment or rented house. However, reasonable wear and tear does not mean that a tenant has "contributed" to the problem of badly-maintained rental housing.

2. **Landlords should give their tenants reasonable notice before entering a rental.** Twenty-four hours is considered a reasonable notice. If a landlord gives reasonable notice, the tenant is expected to cooperate. Good reasons for entering a rental include the need to make necessary repairs or improvements, or to show the rental unit to prospective buyers. Landlords should come only during normal business hours. If a landlord has given reasonable notice and has a good reason, tenants should cooperate. Landlords can also enter a rental without notice in an emergency.

3. **Landlords must give tenants a 30 day notice in order to increase the rent** in a month-to-month tenancy, since this is a change in the terms of the Rental Agreement. Note: some communities in California have rent control ordinances which govern the amount of rent increases. Instructors should find out if these ordinances are in effect in their community.

Reading 2

4. **Landlords can request that tenants leave without stating a reason.** If the landlord does this he must provide the tenants with a specific statement in writing, referred to as a "30-day notice". This notice must be given in writing and "served on the tenant" -- i.e. delivered in a legally-specified manner. Usually, the notices states that the tenant is given 30 days to vacate the rental. A Rental Agreement can, however, specify a shorter period for the landlord to give notice (a good reason for tenants to read the Rental Agreement carefully). In areas where housing is hard to find, tenants may be able to negotiate an agreement for a longer period of notice.

5. **Landlords can move more rapidly to evict the tenants by serving them with a "three-day notice. If a tenant has in some way violated the terms of his or her rental agreement -- by not paying the rent, by having more people than agreed living in the rental, by disturbing other occupants.** The landlord must specify the reason for the eviction and must specify a clear-cut alternative, for example, "Pay the rent within three days or leave". After three days have passed, the landlord can file suit to terminate the tenancy.
   The three-day notice must be in writing and must be served on the tenant in the legally prescribed way.

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Reading 3

7. **Tenants have a right to have their security deposit** minus any charges for damage to the property, cleaning, or unpaid rent returned within two weeks after they leave a rental. Tenants should be sure to request return of their security deposit when notifying a landlord they plan to leave and the landlord must itemize any deductions from the security deposit. A landlord can be fined up to $200 for not returning a security deposit, as required by law.

8. **Landlords may not turn off the utilities, change locks, or remove doors and windows to make a tenant move out. It is illegal.** Landlords can be fined a minimum of $250 for violating these provisions of the law in addition to paying damages to the tenant.

9. **Tenants who have received Court Papers (a summons resulting from the Landlord filing a suit called an Unlawful Detainer to evict them) must respond within five days.** Unless the tenant responds during this period they cannot defend themselves. Low-income tenants can usually get a waiver of court filing fees to file a response to their landlord. The first thing for tenants to do is read the Landlord's complaint and contest any parts of the Landlord's complaint which they believe are false. There are a number of answers to contest an eviction. A defense for not having paid the rent, for example, may be an answer documenting ways in which the landlord failed to maintain the rental in healthy and safe condition. A tenant can also contest an eviction if the landlord is retaliating against them for having complained about the condition of the rental, or if the landlord is arbitrarily discriminating against the tenant. The allegations made in the response are part of a legal document and subject to penalties of perjury if they are false. Tenants should make copies of any papers they file.

June 30, 1996

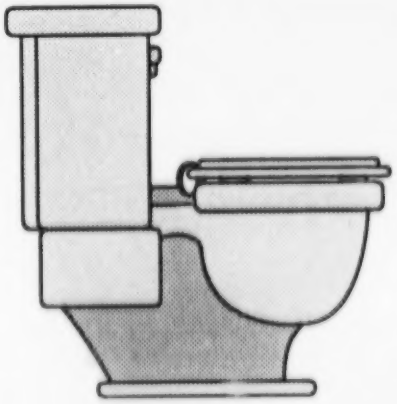
Mr. Peter Smith
320 N. Main Street
Anytown, CA 90001

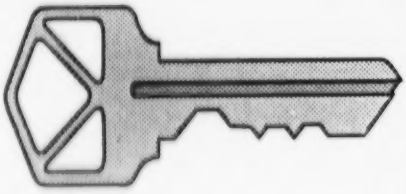
Dear Mr. Smith:

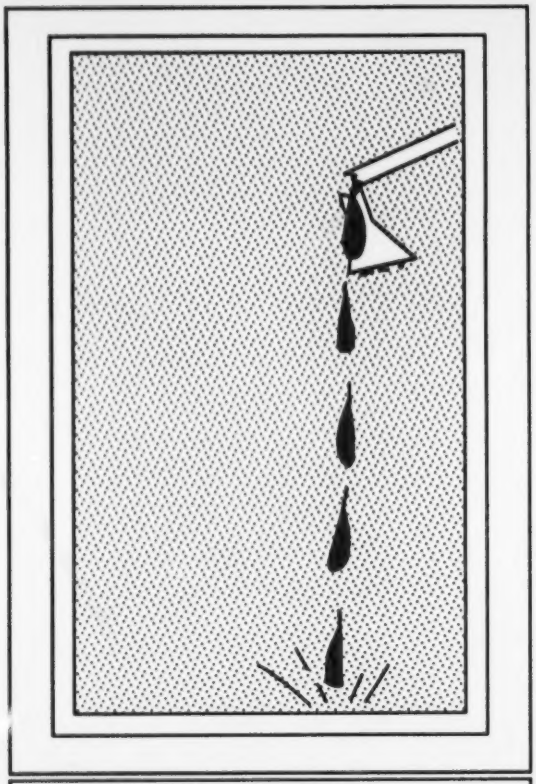
As per our conversation yesterday morning June 29, 1996, you stated you would fix the sink faucet that leaks. You had agreed to get this done two weeks ago June 15, 1996. Now you say that it would be fixed this weekend. Please call to tell me the time you'll be coming.

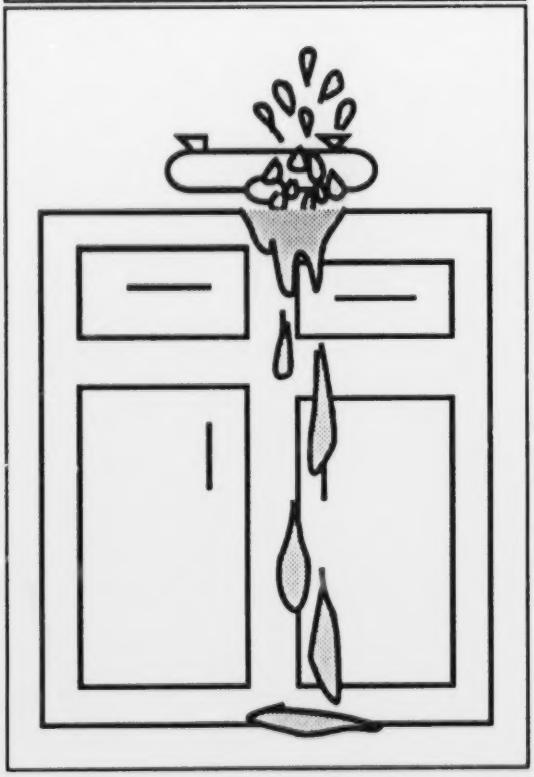
Sincerely,

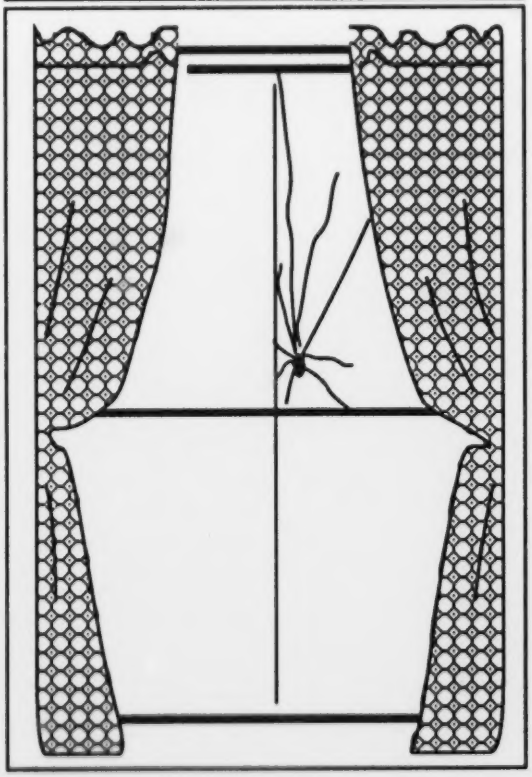
Lidia Gomez

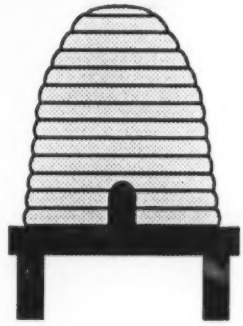


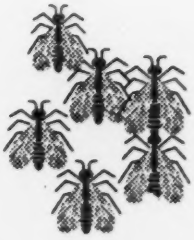


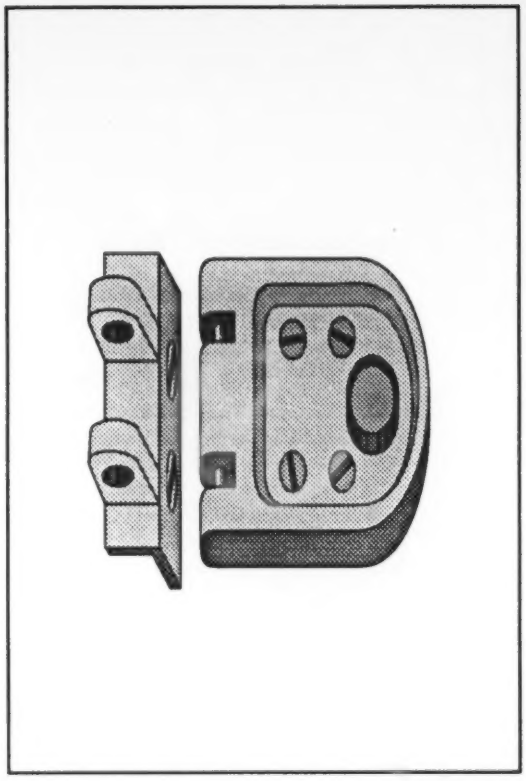


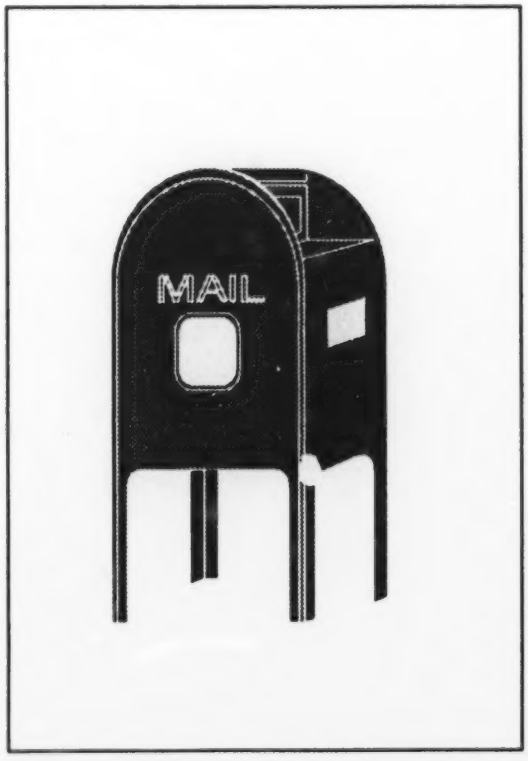








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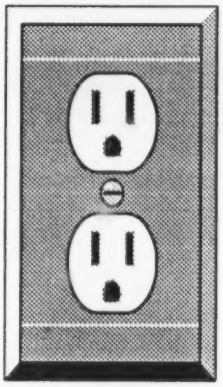

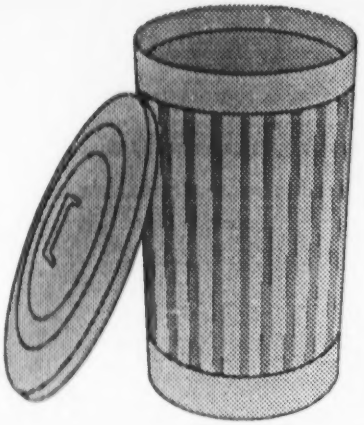

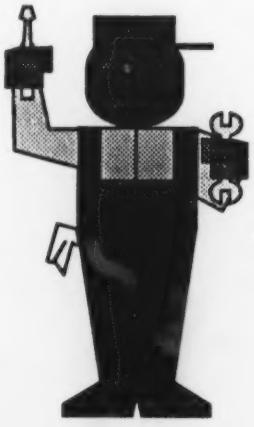

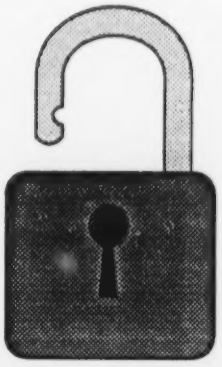

HUD Fair Housing--It's Your Right

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem ot housing discrimination. If you think your rights have been violated, you may fill out a Housing Discrimination Complaint form (which will be available for downloading soon!), write HUD a letter, or telephone the HUD Hotline. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

* Your name and address;
* The name and address ot the person your complaint is against (the respondent);
* The address or other identification ot the housing involved;
* A short description ot the alleged violation, the event that caused you to believe your rights were violated;
* The date(s) ot the alleged violation.

Where to Write:

Send the Housing Discrimination Complaint Form or a letter to the HUD office nearest you or to:

Office of Fair Housing and Equal Opportunity
U. S. Department ot Housing and Urban Development, Room 5204
Washington, D.C. 20410-2000

Where to Call:

If you wish, you may use the toll-free Hotline number: 1-800-669-9777.
(In Washington, D.C. call 708-0836.)

If You Are Disabled,

HUD also provides:

* A toll-free TDD phone for the hearing impaired: 1-800-927-9275
  (In Washington, D.C., call 708-0836)
* Interpreters;
* Tapes and braille materials;
* Assistance in reading and completing forms.

What Happens When You File A Complaint?

HUD will notify you when it receives your complaint. Normally, HUD will also:

* Notify the alleged violator of your complaint and permit that person to submit an answer;
* Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated;
* Notify you, if it cannot complete an investigation within 100 days of receiving your complaint.

Conciliation

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

Complaint Referrals

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

What If You Need Help Quickly?

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

* Irreparable harm is likely to occur without HUD's intervention;
* There is substantial evidence that a violation ofthe Fair Housing Act occurred.

Example: A builder agrees to sell a house but, after learning the buyer is Black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

What Happens After A Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing:

If your case goes to an administrative hearing, HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney, if you wish. An Administrative Law Judge (ALJ) will consider evidence from you and the respondent. If the ALJ decides that discrimination occurred, the respondent can be ordered to:

* compensate you for actual damages, including humiliation, pain and suffering;
* provide injunctive or other equitable relief, for example, to make the housing available to you;
* pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are $10,000 for a first violation and $50,000 for a third violation within seven years;
* pay reasonable attorney's fees and costs.

Federal District Court

If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALJ, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

For Further Information contact the HUD office:
Office of Fair Housing and Equal Opportunity Room 5116
Department of Housing and Urban Development
451 Seventh Street, S. W.
Washington, D.C. 20410-2000
(202) 708-2878

LAES

Date: _____

Student Name _____

Teacher Name _____

Student Survey
"Landlords' and Tenants' Rights & Responsibilities"

1. How confident are you that you have the information you need about your rights and responsibilities as a tenant so that:

	Please check the box that applies to you			
	Not Very Confident	A Little Confident	Quite Confident	Have All the Information I need
a. you can get a written Rental Agreement with your landlord and can negotiate some of the things that are in it?				
b. you know what options you have if your landlord tells you to move?				
c. you can get your landlord to fix things that are broken in the house or apartment you're renting?				
d. you are not charged extra when you want to move out?				
e. you can get your deposit returned when you move out?				
f. you know what your options are if the landlord doesn't return your whole deposit ?				

2. How confident are you that you have the information you need about the rights and responsibilities your landlord has:

	Please check the box that applies to you			
	Not Very Confident	A Little Confident	Quite Confident	Have All the Information I need
a. to ask you to move out without giving you a reason?				
b. when the amount you pay for rent is increased?				
c. to abide by any local ordinances that govern rent increases?				
d. when he or she wants to enter your apartment or house?				
e. to keep the apartment or house in good repair?				
f. if he or she wants to evict you				

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3. If you found yourself in a dispute or disagreement with your landlord, how confident are you that you have all the information you need to deal with the following situations, if:

	Please check the box that applies to you			
	Not Very Confident	**A Little Confident**	**Quite Confident**	**Have All the Information I need**
a. your landlord gives you a legal notice to vacate your house or apartment within three days?				
b. someone has "served" you with Court Papers informing you of your landlord's action to evict you?				

4. Please read the short background information and give the Sotelo family some advice.

Background: The Sotelo family are about to move out of their apartment. They had paid a $450 security deposit, and they want it back; they are depending on it.

a. What things should they do to make sure they get the whole deposit returned to them?

b. While they lived there, they had hung pictures on the wall, and some of the walls had holes in them as a result. The holes are not too big, but some are easily noticed. Will this affect the return of their security deposit?

c. They want to write a letter to the landlord to tell him they are leaving. What should they say? Please write a sample letter for them to follow.

Sample Letter

Dear Landlord,

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5. Are you confident you know how the housing complaint process works and the necessary reading, writing and communication skills, in order to:

	Please check the box that applies to you			
	Not Very Confident	**A Little Confident**	**Quite Confident**	**Have All the Information I need**
a. understand if there are specific conditions you have to meet when you move out of your housing, in order to get your deposit returned?				
b. write the landlord a letter to get your landlord to pay attention to your housing problems and fix them?				
c. communicate with your landlord to get your due deposit returned?				
d. contest an eviction notice?				
e. find community resources to help you with problems that involve your housing?				

6. What do you want to learn about being a renter or renting space to others--rights and responsibilities?

I want to learn:

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LAES

Date: _____

Student Name _____

Teacher Name _____

Module 10
Landlords' and Tenants' Responsibilities and Rights

Instructions:
This assignment is in two parts. Part I asks you to choose one of the following situations and write a letter to the appropriate person or persons, in the space provided on the following page. Part II asks you to reflect on your work with this module and tell us what you learned from it and how useful it was for you.

Part I. Choose **1** of the following situations and write a letter to the appropriate person (or persons) in the space provided on the following page.

Situation A:
The heat doesn't work in the Villanueva apartment. Rodrigo Villanueva informed the manager 5 days ago. He said he would send someone over the next day and they haven't heard a word since. Write a letter for them.

Situation B:
The Sotelo family moved out of their apartment 5 weeks ago after giving their landlord 30 days notice. They left the apartment very clean and nothing was broken or damaged. They gave their landlord their new address. They asked him to send the security deposit as soon as possible. They haven't heard from him. Write a letter for them.

Situation C:
The Garcia family have lived in their apartment for 2 years, and have almost always paid their rent on time. They have been "good tenants," they think, but have grown unhappy with their living space. Their apartment faces onto the street and it is very noisy. Also, they have young children and they are afraid one of them will run out the front door and into the street without paying attention. They would like an apartment that faces onto the courtyard and is further away from the traffic noise and the street noise. They just found one in another building, but the new landlord wants to rent it immediately, by the end of this month. It is now the 1st day of the month; they haven't yet paid their rent for this month, but it is due on the 1st (today). They are trying to figure out what to do. They could be out in 4 days, but they are afraid they would have to pay 2 rents, which they can't afford. Write a letter for them to their present landlord telling him that they are leaving, and presenting him with a strategy which respects his rights as well as the Garcia's family rights.

Turn to Next Page to answer to Part I:

LAES

Answer Part I:

Mark the circle next to the situation you will write a letter about.

Letter related to:

- ❍ Situation A--The Villanueva apartment heater doesn't work
- ❍ Situation B--The Sotelo family haven't received the security deposit
- ❍ Situation C--The Garcia family doesn't want to pay rent on 2 places

Please tell us what do you expect the letter you are writing below to accomplish?

Please use the space below to write your letter:

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Part II. Please tell us what you learned from your work with this module

1. Did you benefit from your work on this module regarding any of the following?

	Yes/No	Please comment on either: (How you benefited; or (Why you feel this module was not useful for you in this area
a. Understanding the rights and responsibilities contained in a written rental agreement?		
b. Knowing your options if your landlord tells you to move?		
c. Knowing your rights and responsibilities concerning the maintenance of the housing in which you live?		
d. The landlord's rights to charge you extra money if you want to end your lease early and the landlord's responsibilities to return your security deposit when you leave?		
e. Understanding what you can do if the landlord doesn't return your whole deposit ?		

2. Did your work in this module help you in any of the following areas?

	Yes/No	Please comment on either: (How you benefited; or (Why you feel this module was not useful for you in this area
a. Reading and understanding information in leases or other written agreements?		
b. Researching how to get information you need about housing or how to resolve housing problems?		
c. Asking questions and getting the information you need to know?		
d. Speaking with your landlord to express your concerns about housing problems where you live or to get your due deposit returned?		
e. Writing the landlord a letter to get your landlord to pay attention to your housing problems and fix them?		
f. Anything else? Please tell us.		